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FROM

Fr. Bowen

MR. PIERPONT'S

REMONSTRANCE

AGAINST THE ACTION OF THE

EX-PARTE COUNCIL,

WITH HIS OFFER OF A

MUTUAL COUNCIL;

THE COMMITTEE'S REPLY TO THAT OFFER, AND

HIS ANSWER TO THE OFFER OF

THE COMMITTEE.

FEBRUARY 15—17th, 1841.

BOSTON:
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1841.

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V

MR. PIERPONT'S

REMONSTRANCE,

AGAINST THE PROCEEDING OF THE

EX-PARTE COUNCIL.

To the Pastors and Delegates of Churches, assembled as an Ecclesiastical Council, at the call of a Committee of the Proprietors of Hollis Street Meeting House, and now sitting in the United States Court Room, in Boston.

CHRISTIAN BRETHREN:

I have received the communication which your committee, by your instructions, has made to me, informing me of your call, convention, and organization, advising me of the matters proposed to be submitted to your consideration as an *ex-parte* Council, and giving me to understand that an opportunity is now allowed me to appear before you, if I think proper, and make answer to the various complaints to be laid before you for your advice or adjudication.

In reply, I beg leave to lay before you, with the request that it may be incorporated with your doings, at least, that it may be placed among the other papers in

the case, this, my respectful but earnest Remonstrance against the proceedings, in the premises, of those at whose call you have come together, as well as against your taking cognizance, as an *ex-parte* Council, of any matters which they may have brought, or may yet bring before you, in such a way as to affect my character, rights, or interests.

The Reasons of this my Remonstrance, I request permission briefly to lay before you. They are three.

First:—A year ago, last October, at their meeting on the 7th of that month, I tendered to the Proprietors of Hollis Street Meeting Mouse, a *mutual* Council, "whose decision should be conclusive, final, and forever binding upon both parties," among other matters, upon these two points; namely, 1st. "Whether, by reason of any thing that I had done, or left undone, in relation to the Temperance cause, *or any other cause*, the connexion between the Society and myself ought to be dissolved; and 2dly,—if, for *any cause whatever*, the relation between the Society and myself ought to be dissolved, what were the terms and conditions on which that dissolution should take place."

In this proposal, I trust that the body that I now address will see proof of a disposition, on my part, to "put an end to strife,"—the strife, then and now, existing between the Proprietors and myself.

This proposal was rejected;—the committee to whom it was referred, reporting, on the 14th of the same month, in these words:—"To the proposition of choosing a Council we object—*there being, in our opinion,*

nothing for such a Council to settle." The chairman of that committee, who framed and presented that report, is the chairman of the committee by which the churches here represented have been called together; and one other member of this committee is the only surviving member of that.

The disposition of the respective parties to this controversy to bring it to a prompt and an equitable close, I leave to be inferred from this statement; which may be verified by an appeal to the records and files of the Proprietors, at whose call these churches have now come together. I make this statement that these churches may see which of the two parties was the first to make, and which the first to reject, the offer of a *mutual* ecclesiastical Council, to decide conclusively upon all matters in controversy between them.

My second Reason for declining the call of the Proprietors, made upon me on the 26th of last October, for a mutual Council, as well as for remonstrating, as I do, against these churches' proceeding to act as an *ex-parte* Council, in any way by which my rights may be prejudiced, is, *the extreme generality and vagueness* of the "*Grounds and Reasons*" *of the call*, my refusal of which is alleged by the Proprietors, in their Letters Missive to these churches, as their justification in issuing those Letters. To these churches I say, as I said last November to the Proprietors—in the whole list of their complaints against me, then offered to be referred to a mutual, and now proposed to be laid before an *ex-parte* Council, there is not, even alleged, one single

specific fact for which *I* am accountable. There is not one single thing, that, within the last twenty-one years, I have either said, or done, or left undone, so *definitely* stated, that, were it ever so *falsely* stated, I can, by any possibility, come before you prepared with proof to defend myself against it. I would respectfully put it to the good sense of this body to say, whether, refusing to answer to such complaints, before a mutual Council, or any other tribunal, is *unreasonable*. "If," in my ecclesiastical, or in any other of my relations, "I have done aught worthy of death or of bonds, I refuse not to die." But, when called to answer before *any* court, civil or martial, where my life is brought in question, I know that I have a right to a specific statement of my offence. And I know, too, that I have the same right, when, before an ecclesiastical tribunal, interests are brought in question that are ten thousand times dearer to me than life. Before being called to answer to the allegations submitted to me, last fall, and now to be submitted, Christian Brethren, to you, I know that I have a right to something more specific. I have already demanded, and I do yet demand it. This right has been denied me by those who have called you together. By yourselves I have no fear that it will be disregarded.

For this second Reason, as I declined the call of the Proprietors to go before a mutual Council, I must also decline answering before these churches; and I do, for this reason also, distinctly remonstrate, Brethren, against your so proceeding, in the premises, as in any

way to infringe my afore-named right, or to withhold it from me.

The third Reason, Christian Brethren, for my refusal, last fall, to go before a mutual Council, upon the matters then submitted to me by the adverse party,—and for my present Remonstrance against any action on your part, as an *ex-parte* Council, upon the same matters now proposed to be submitted to you — any action, at least, to my prejudice — is, the fact that *the Proprietors of Hollis Street Meeting House, are already under an engagement with me for a mutual Council*, " to deliberate and decide upon certain specific "Grounds of Complaint," brought against me on the 27th of last July, and proposed by them to be submitted to a mutual ecclesiastical Council, *as Reasons* for the dissolution of my connexion with them." The faith of the parties is solemnly and mutually pledged to go together before such a Council, and upon those " Grounds," and for the purpose therein stated. . Upon the basis of that engagement, a mutual Council has been agreed upon by the parties. The engagement has been recognized and approved by the Church connected with Hollis Street Society;—a body that has a deep interest in the questions to be submitted to the Council agreed upon, and that issued her Letters Missive to convoke it. The documents by which this engagement was entered into, and the Council agreed upon, are in my hands, as, I conclude, they are also in those of the other party. Should this body desire it, and will advise me to that effect, I shall be ready, and

most happy, to bring them into its presence: — it being distinctly understood, that my appearance shall be for that purpose only, and not to recognize its authority to act in the premises to my prejudice, as an *ex-parte* Council.

From this engagement, deliberately entered into by both the parties to this controversy, and involving the interests of a third party,—an engagement bearing the names and resting on the faith of them both, neither party can retract without the other's consent, or, without such a violation of faith, as would show that the retracting party acknowledges no obligation but the stringent force of a penal bond.

For the mutual Council thus agreed upon, and for the purpose stated by the Proprietors themselves, in their call upon me, last July, I have been ready for the last six months, and am ready yet. Nay more: — I have demanded, and do now demand it. I have neither asked to withdraw, nor consented that the other party should withdraw from it. If they *have* withdrawn, they have done it in their own wrong; and for that wrong I cannot consent to come under penalty or peril. Be it upon themselves!

Without misgiving—Nay,—in the confidence that I have, Brethren, in your love of right,—I appeal not to your love of *me*,—I submit it to you, whether I have not a right to insist, as I do insist, upon the fulfilment, even now, by the adverse party, of their solemn engagement for the *mutual* Council upon which we have agreed, upon the "Grounds" and for the purpose stat-

ed to me by themselves. To that Council they offered to submit, for its deliberation and decision, certain charges of a very grave character;—charges spread before me in long and black array, on the "Grounds" of complaint sent me last July, but wholly and carefully dropped out of the catalogue sent me last October, and now to be laid before you;—charges deeply affecting—nay, if true, utterly destructive of—my reputation both as a Christian minister and as a man. Those charges, too, or at least the substance of them, with a little less of coloring, were laid by the Proprietors, upon their permanent Records, last April;—*even before they had ever proffered me a Council, and six months after I had proffered them one, and had been refused.* There those charges yet lie. I cannot consent to be called away from them, and leave them where they are, and *as* they are — unsustained, unrefuted, and unretracted, — to bear witness against me after I am dead. No—I will rather stand by them and watch them *till* I die. I think that you, Christian Brethren, will say that they who have made these charges against me, must meet me upon them, as bound by their own solemn engagement, or retract them, as bound by the common feeling of equity among men. Till they do either this or that, I cannot recognize you as a tribunal having cognizance of the case;—nor can I consent,—complicated as the case has already become,—to having it made still more complicated, by bringing into it, and connecting with those charges, any other question than what was laid before me by the Proprie-

tors, last July, when they first brought their charges against me, and when we both bound ourselves to go before a mutual Council, that should be empowered to deliberate and decide upon them.

These, Christian Brethren, are the reasons that led me to decline submitting to a mutual Council any new question or matter, as requested, last October, by the Proprietors of Hollis Street Meeting House. True, I did refuse their offer. But was it *unreasonable* in me to refuse a Council that we had *not* agreed upon, after they had themselves refused a Council upon which we *had* agreed? Was it *unreasonable* in me thus to refuse to be drawn away from grave charges — from gross accusations against my moral character—and thus leave a hostile fortress behind me, first to shoot me down, and then to thunder forth a triumphal volley over my grave? It is for you to say whether, in this, I have insisted upon any thing more than my right, have denied any right to my opponents, or have, in any way, committed the honor of my profession.

The same reasons that led me to decline the Proprietors' call for a *mutual* Council, last October, compel me now to decline appearing before this body, as an *ex-parte* Council, to respond to the complaints proposed to be laid before you, Brethren, by the party calling you together: and, for these reasons, I respectfully remonstrate against your action, in the premises, in any such way as shall put an instrument into the hand of the adverse party, with which they will be able either to drive me off from the ground where they have them-

selves put me, and agreed to meet me, — or, after having *charged me* with a breach of my engagements, to gain an advantage over me by a violation of their own.

I cannot, Christian Brethren, think that after I have proffered to the Proprietors of Hollis Street Meeting House, a *mutual* Council, that should be empowered conclusively to decide the question whether, *for any reason*, my connexion with them ought to be dissolved, and they have rejected that: — after I have agreed with them upon a Mutual Council to deliberate and decide upon specific charges preferred by themselves against me, and they have fallen back from that: — they have good ground of complaint that I have so *unreasonably* refused a mutual Council as to justify them in calling in, to their aid, an *ex-parte* one. I have neither manifested nor felt any backwardness to bring this controversy to a prompt and an equitable adjustment. And if I have shown a readiness for this, heretofore, I feel myself bound to say that I am equally ready for it now. I cannot believe that any tribunal, civil or ecclesiastical, will say, that, after agreeing to meet the Proprietors upon their *definite* grounds of complaint, preferred against me, last July, I did *unreasonably* refuse to meet them upon the exceedingly *indefinite* ones, preferred against me in October: — that, last fall, while their first engagement was, as it still is, unperformed, I did *unreasonably* refuse to enter with them into a second: — that now, I have not a right to insist upon their fulfilling one engagement, before I

suffer myself to be drawn into another: — that now, I do *unreasonably* refuse to meet them upon ground where I have *not* agreed to meet them, so long as they refuse to come upon the ground where they *have* agreed to meet me: — that I do *unreasonably* insist, after they have put upon their Records charges of gross immoralities against me, and have agreed to go with me before a mutual Council for trial upon those charges, *and those only*, — that they either go thus to trial upon them, or retract them fully from their Records.

A Party as I am, in this controversy, I am aware, Christian Brethren, of the liability of my judgement to be influenced by my feelings, in regard to points of so deep a personal interest as are those of which I have spoken. But with the best use that I can make of such powers as God has given me, of judging as to what is reasonable and what is not, I cannot think it was unreasonable in me to refuse, as I did, the "call" of the Proprietors, last October; or that it is unreasonable, now, to remonstrate, as I do, against your proceeding further in considering the "Grounds of Complaint," then laid before me;— the only matters, connected with this controversy, that can properly or legally be brought before you.

That the Churches here convoked, as an *ex-parte* Council, by Letters Missive from the Proprietors of Hollis Street Meeting House,— those Proprietors, themselves,— and all others, in any way interested in the present controversy between the Proprietors and myself, — may understand that, while I refuse to make

myself a party to an *ex-parte* Council, called under the present circumstances by those Proprietors, for the purpose and on the grounds laid before me in their "call" of last October;— and while I remonstrate as I do, against these churches' proceeding to act, as such Council, upon the matters then laid before me;— I yet do this, not from a wish to shrink from any investigation of my conduct, during any part of my ministry or my life — for my adversaries know that I have demanded investigation, rather than shrunk from it;— not from any want of confidence in the judgement of these churches; — nor yet from a want of a hearty desire, on my part, to bring this controversy to a prompt and equitable termination: —I would say distinctly, and I do say, that, on the contrary, next to my desire of right, my desire *is* for peace; and, in order to secure both right and peace, I am willing and ready, so far as my own feelings and interests are concerned, to submit myself to the judgement and decision of *some* tribunal, whose action, in the premises, shall be final, conclusive, and forever binding:— which no action of these churches—or of any other churches, sitting as an ecclesiastical Council, either *ex-parte* or mutual, ever *can* be.

But it is to be considered, that not my interests alone are at stake, in the present controversy between the Proprietors of Hollis Street Meeting House and myself. There are also the interests of the Christian church, connected with Hollis Street Society, and forming a part of it. There are, moreover, the interests of

a large number of the Proprietors of the Meeting House, — an actual majority of those Proprietors worshiping in that House, and interested in its ministrations. The rights of all these parties not only may — they *must* be affected by any action of the present convocation of churches, sitting as an *ex-parte* Council; — and yet, before such a Council, they cannot, of right, appear and represent their interests.

But to the Churches here represented, — organized and sitting as a *mutual* Council, or to any other tribunal upon which the above named parties may mutually agree, either as "an Ecclesiastical Council," or "a Reference," and which they may clothe with full power to decide upon all questions of right between the parties, I am willing to refer all matters whatever for hearing and adjudication; it being understood, that all the parties previously come under suitable obligations to make the judgement of such tribunal, conclusive, final, and forever binding.

With Christian salutations,

Your friend and brother,

JNO. PIERPONT.

Feb. 15th, 1841.

REPLY OF THE PROPRIETORS' COMMITTEE TO MR. PIERPONT'S PROPOSAL.

To the Ecclesiastical Council now sitting in the District Court Room, in Boston.

The Committee of the Proprietors of Hollis Street Meeting House, have carefully considered that portion of Mr. Pierpont's Protest which was communicated to them by vote of the Council. The Committee have been desirous to answer it explicitly; but, after much reflection, they have been unable to extract from it any proposition sufficiently distinct and definite to be answered by a simple assent or dissent; besides which, it apparently seeks to introduce new parties, and new subjects of consideration, which, to say the least, could not conveniently be comprehended within the jurisdiction of the Council. The Committee consider that there can be but two parties to this investigation, viz. the Pastor, and the Society, acting by its legal majority. But the Committee are happy to believe, from the concluding clause of the vote, that the Council have taken a more simple view of this portion of the protest, which enables the Committee to give an answer which, they hope, will be satisfactory to the Council.

That is to say, the Committee, having always been desirous of a mutual Council, will gladly agree, and now propose, that this Council shall be considered and adopted by the Pastor of Hollis Street Meeting House, on the one part, and by the Proprietors on the other part, as a mutual Council, to hear and determine as a mutual Ecclesiastical Council, and with all the powers, direct and incidental, of such a body, either, those matters of complaint, now preferred by the Society against their Pastor, or all matters of complaint now and heretofore preferred by the Society against him — at his election. And they will further agree, if Mr. Pierpont shall so elect, that the decision of the Council, upon all matters proper to be submitted to an Ecclesiastical Council, shall be conclusive, and finally binding on both parties, and may be so pleaded, in any suit at law, or in equity, which either party may institute.

Signed,

JOSHUA CRANE,
JOHN D. WILLIAMS,
DANIEL WELD,
WM. W. CLAPP,
TIMOTHY TILESTON,
RUEL BAKER,
WARREN WHITE,

Committee of Hollis Street Society.

Feb. 17th, 1841.

A true copy,
S. K. LOTHROP,
Scribe of the Council.

REPLY TO A PROPOSAL OF THE PROPRIETORS' COMMITTEE.

To the Churches, convoked and sitting as an *ex-parte* Council, in the District Court Room, Boston.

CHRISTIAN BRETHREN:

The proposition with which I closed the Reasons for my not having accepted the second call of the Proprietors of Hollis Street Meeting House, for a mutual ecclesiastical Council, and consequently, for my not appearing and answering before you, when called, organized and sitting as an *ex-parte* Council, I offered to the party adverse to me, in a sincere desire for peace, — and, as I thought then, and still think, in a spirit of concession and conciliation. I am willing to abide by the opinion, both of these churches and of this community, as to its frankness, and as to my willingness to bring to an end a long and most trying controversy.

When the communication from the Proprietors' Committee, which you did me the favor to send to me to-day, was first read to me by the Chairman of the Committee of your body, who brought it, and when

I first run my own eye over it, I felt the pleasing hope, that we were near the final close of a long and painful strife: — for I saw that I could, as I thought, entirely obviate one of the objections which the Proprietors' Committee had made to my proposition: — and this hope — amounting almost to a persuasion, I was prompt in expressing to the Committee of your body, who waited upon me.

But, on closer examination of that paper, I see that my young hope is doomed to be short-lived.

The Committee of the Proprietors make two objections to my proposal. One is, that it "apparently seeks to introduce new parties:" and I said to myself — I will entirely withdraw this objectionable feature from my offer, and let it embrace the original parties only, namely, the Proprietors of Hollis Street Meeting House, and myself: — and, this I would gladly do; for I think that the objection is not without reason.

But, on an attentive consideration of the second objection to my proposal, — to wit, "that it is not sufficiently distinct and definite," and on a comparison of my offer, in respect to definiteness, with the one which they make as a substitute for mine — it seems to me that, in their close attention to the mote in my eye, they have overlooked the beam that is in their own. They say that, "after much reflection they have been unable to extract from my offer any proposition sufficiently distinct and definite to be answered by a simple assent or dissent." They do not therefore accept my proposition.

But though, from *my* proposition, they cannot extract any thing sufficiently distinct and definite to enable them to answer it with a simple assent or dissent; — in that which they offer as a substitute for mine, I *have* been able to extract a proposition sufficiently *indefinite*, not only to enable, but to *compel* me to dissent from it entirely. Among other things, they offer to agree, if I so elect, that the decision of the Council, which they propose, "*upon all matters proper to be submitted to an Ecclesiastical Council*," shall be conclusive and finally binding upon both parties. Will the Committee of the Proprietors attempt to tell me *definitely* how wide is the door that, in these words, is opened for future controversies upon the question, What *are* proper matters to be referred to an ecclesiastical Council? Or, will they first furnish me with a Council that shall determine this question, when the parties cannot? What security have I that the very "Grounds of Complaint" preferred by themselves against me, last July, would not be judged by one party or both, to be not "matters proper to be submitted to an ecclesiastical Council"? An intimation, to precisely that effect, *was* made by one of the Churches of this city, last fall, in regard to those very "Grounds," and that, as one of her reasons for not accepting the invitation of Hollis Street Church, to sit upon the Council to which they *should* be submitted. As a means of closing up this controversy, I cannot consent to open so wide a door to as many *other* controversies as there are questions to be settled in this. I wish the decision of the

Council before which I appear, to be conclusive and binding upon all matters that, by the parties, *are* submitted to it. And for that reason, among others, I have insisted upon seeing distinctly what those matters are to be, before submitting them — or myself — to any Council.

The proposal of the Proprietors is *objectionable* in another point. They propose that "*this Council*" shall be considered and adopted by myself on one part, and the Proprietors of Hollis Street Meeting House on the other, as a mutual Council. Now, that "the Churches here represented — organized and sitting as a mutual Council," should be the tribunal before which matters agreed upon by the parties should be carried for final judgement, I have even proposed; — of course I could not object to the same proposal now. But "the Churches here represented" are one thing; — "this Council" is another — "this Council," called as an *ex-parte* Council, for an *ex-parte* purpose, and constantly looking to its *ex-parte* Letters Missive for instruction in regard to its *object*, *limitations* and *duties*.

And, once more, the proposal of the Proprietors' Committee, is wholly inadmissible in this respect. It leaves me to choose, whether shall be brought before the Council, "those matters of complaint now (i. e., in the second call,) preferred by the Society against their Pastor," *or*, "all matters of complaint now and heretofore preferred against him." Does this alternative leave me free to take the complaints put upon the

Records, ten months ago, and the specific "Grounds of complaint," preferred against me, last July, as reasons for the dissolution of connexion sought by the Proprietors, and have *them* adjudicated alone? No. The complaints preferred against me in October, to which I have objected, from the first, for their utter indefiniteness, I may, if I choose, take alone; or I may take *them* with the definite ones of July. But those of July, I may not take, without coupling with them those of October. They offer me not alone, now, those which they offered me alone in July, and which we agreed to go to trial upon; but, if I take those "Grounds" now, I must take with them others that I have never agreed, but have always refused, to submit; — at least, till the July grounds of complaint were decided, or withdrawn with my consent, and the substance of them retracted most fully from the Records of Hollis Street Society.

Again; — the *general question* of the dissolution of my connexion, as matter of *expediency*, "all things considered," which it is the object of the second call of the Proprietors to get before first a mutual, and now an *ex-parte* council, they know, full well, that I have, from the first, refused to submit to *any* Council; at least till the specific charges or grounds of complaint made, last July, for a specific object, viz. "As Reasons for the dissolution of my connexion with the Society" — shall have been deliberated and decided upon, by a mutual Council, called for that purpose by the parties, according to their solemn agreement;—as stated

to the Proprietors last November, and to these churches sitting as an *ex-parte* Council, yesterday, in the Reasons then assigned why I do not appear and make answer before the Churches now assembled as such Council.

I trust, Christian Brethren, that this is sufficiently definite to be understood by your body, whether it be so or not by the Proprietors' Committee.

Since, then, that Committee cannot accept my last proposition, because, among other things, it is *not distinct and definite;* and since I cannot accept their substitute, because, among other things, it is *distinctly indefinite*, the question returns upon you, Brethren, whether the Reasons that I assigned to you yesterday, for my refusing to appear before you and make answer, are sufficient to justify me in so doing. If, on weighing those Reasons with the candor and the care which you owe to yourselves, Brethren, as men "set for the defence of the Gospel," and consequently for the defence of its strong hold — the pulpit — you think my reasons *not* sufficient to justify me in declining the *second* Council offered me by the Proprietors of Hollis Street Meeting House — their engagements with me for the *first*, still remaining unperformed on their part;— you will, as you must feel yourselves in duty bound, so decide; and leave your judgement to be affirmed or reversed in the higher court to which it will be carried by the party asking it at your hands. But if, in your opinion, the Reasons I have assigned *are* sufficient to justify me in the course that I have taken in the premises, your judgement to that effect, expressed to the

party at whose call you are now sitting, as an ecclesiastical Council, may have the effect to induce them to come back to the ground where, six months ago, they asked me to stand with them in judgement, upon accusations by them brought against me :— ground where I still stand; and where, if they refuse to meet me in judgement here, I *must* stand, till I am called to meet them before a tribunal whose decisions can be neither avoided nor reversed.

With Christian Salutations

Your friend and Brother,

JNO. PIERPONT.

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